

**NORFOLK
SOUTHERN**

RECORDATION NO.

17889-B

FILED 1425

0100446032

Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-2191

DEC 1 1994 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

William A. Noell, Jr.
General Attorney

Writer's Direct Dial Number

804-629-2634

December 1, 1994

HAND DELIVERY

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, NW
Washington, DC 20423

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission eight (8) original counterparts, properly executed and acknowledged, of the document described below. I request that seven (7) of the counterparts (bearing the Commission's stamped evidence of recordation) be returned to the person hand-delivering the counterparts for filing.

This document is a Supplemental Agreement, a secondary document under the Commission's Rules, dated as of November 28, 1994. The primary document to which this filing is connected is recorded under Recordation No. 17889.

The names and addresses of the parties to the primary document are:

TRUSTEE/LESSOR: Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

LESSEE/GUARANTOR: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

The names and addresses of the parties to the secondary document are:

**SUCCESSOR TRUSTEE/
LESSOR:** The Bank of New York
101 Barclay Street-21st Floor
New York, New York 10286

LESSEE/GUARANTOR: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

The equipment covered by this secondary document is described generally as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers</u>
160	110-ton Rapid Discharge Coal Hopper Cars	CS-17	NS 167040 to NS 167199, both inclusive

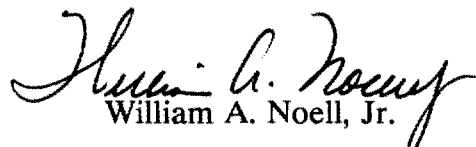
The recordation fee of \$21.00 (49 C.F.R. § 1002.2(f)(84)) will be paid by the person hand-delivering the counterparts, to whom the unused, stamped counterparts and the extra copy of this transmittal letter are to be returned.

A short summary of this secondary document - for use in the index follows:

Supplemental Agreement dated as of November 28, 1994, to supplement and amend an Equipment Trust Agreement (with Recordation No. 17889) dated as of August 1, 1992, between Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21203, as Trustee/Lessor, and Norfolk Southern Railway Company, Three Commercial Place, Norfolk, Virginia 23510-2191, as Lessee/Guarantor, and covering one-hundred sixty (160) 110-ton Rapid Discharge Hopper Cars, numbered NS 167040 to NS 167199, both inclusive.

Please acknowledge receipt on the enclosed copy of this letter.

Sincerely yours,


William A. Noell, Jr.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

William A. Noell, Jr.
Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, CA, 23510-2191

Dear Mr. Noell:

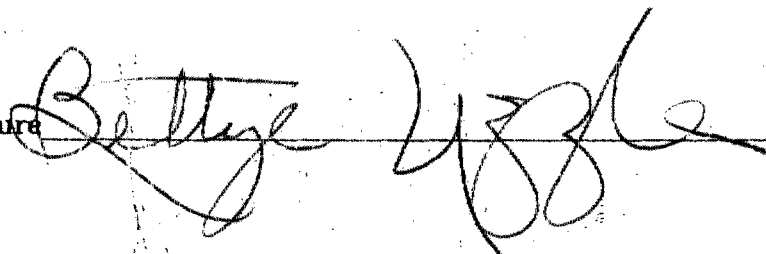
The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12-1-94 at 3:35PM, and assigned recordation number(s). 17689-B

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature 

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of November 28, 1994, by and between THE BANK OF NEW YORK, a New York banking corporation, as Successor Trustee (the "Successor Trustee"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Company"),
RECORDATION NO. 17889-B
FILED 1425

WITNESSETH THAT:

DEC 1 1994-3 35 PM

WHEREAS, "NORFOLK SOUTHERN RAILWAY EQUIPMENT TRUST, SERIES D" was created pursuant to an Equipment Trust Agreement dated as of August 1, 1992, between the Mercantile Safe-Deposit and Trust Company, as Trustee (the "Trustee"), and the Company (such agreement, as - if at all - amended and supplemented, is referred to herein as the "Trust Agreement");

WHEREAS, the Trust Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and was assigned recordation number 17889;

WHEREAS, pursuant to the Trust Agreement, the Trustee leased to the Company certain equipment as defined in the Trust Agreement (the "Equipment") upon certain terms and conditions;

WHEREAS, pursuant to Section 7.10 of the Trust Agreement, the Successor Trustee has succeeded to the rights and duties of the Trustee;

WHEREAS, the Trust Agreement provides that, upon the filing with the Successor Trustee of appropriate documents, additional funds may be applied to the purchase of additional units of Equipment and further provides that such additional Equipment may be treated, in an amount not exceeding the lesser of the Cost or Fair Value, as defined in Section 4.9 of the Trust Agreement, as a credit toward any replacement of any Trust Equipment; and

WHEREAS, the Company, pursuant to the provisions of Section 4.9 of the Trust Agreement, now proposes to cause to be sold, assigned and transferred to the Successor Trustee additional equipment which shall become subject to the Trust Agreement, and the Successor Trustee is agreeable thereto.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. Schedule A to the Trust Agreement hereby is amended to include therein the following additional units of Trust Equipment:

<u>Quantity</u>	<u>Description</u>	<u>Identifying Numbers</u>
160	Coil Steel cars (Vendor: Thrall Car Manufacturing Company)	NS 167040 to NS 167199, both inclusive.

2. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce Commission in accordance with the provisions of Section 6.4 of the Trust Agreement.

3. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

4. The Trust Equipment described in Section 1 above shall be subject to all the terms and conditions set forth in the Trust Agreement as fully as if such terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment so described from and after the date hereof. Except as modified by this Supplement Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

5. The Successor Trustee makes no representations as to the validity or sufficiency of this Supplemental Agreement.

6. All covenants and agreements in this Supplemental Agreement by the Company or the Successor Trustee shall bind its successors and assigns, whether so expressed or not.

7. In case any provision in this Supplemental Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. This Supplemental Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions thereof.

9. All provisions of this Supplemental Agreement shall be deemed to be incorporated in, and made apart of, the Trust Agreement, and the Trust Agreement as so supplemented shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, the Company and the Successor Trustee have caused this instrument to be signed and acknowledged by their authorized officers as of the date first written above.

NORFOLK SOUTHERN RAILWAY COMPANY

ATTEST:

[seal]

Debra M. Martin
Secretary

By:

William J. R...
Vice President

THE BANK OF NEW YORK, as Successor
Trustee

ATTEST:

[seal]

Alfred Monaster
Secretary

ASSISTANT TREASURER

By:

[Signature]
Vice President

COMMONWEALTH OF VIRGINIA)
CITY OF NORFOLK) ss.:
)


On this 29th day of November, 1994, before me, a Notary Public, personally appeared William J. Romig, to me personally known, who, being by me duly sworn, says he is a Vice President of NORFOLK SOUTHERN RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judy A. DeLauney
Notary Public

My commission expires: September 30, 1997

STATE OF NEW YORK)
CITY OF NEW YORK) ss.:

On this 30th day of November, 1994, before me, a Notary Public, personally appeared W. T. CUNNINGHAM to me personally known, who, being by me duly sworn, says he is a Vice President of THE BANK OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires:

TIMOTHY J. SHEA
Notary Public, State of New York
No. 015452 2017
Qualified in New York County
Commission Expires May 5, 1996



SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of November 28, 1994, by and between THE BANK OF NEW YORK, a New York banking corporation, as Successor Trustee (the "Successor Trustee"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Company"),

RECORDATION NO. 17889-3
FILED 1425

WITNESSETH THAT:

DEC 1 1994-3 35 PM

WHEREAS, "NORFOLK SOUTHERN RAILWAY EQUIPMENT TRUST, SERIES D" was created pursuant to an Equipment Trust Agreement dated as of August 1, 1992, between the Mercantile Safe-Deposit and Trust Company, as Trustee (the "Trustee"), and the Company (such agreement, as - if at all - amended and supplemented, is referred to herein as the "Trust Agreement");

WHEREAS, the Trust Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and was assigned recordation number 17889;

WHEREAS, pursuant to the Trust Agreement, the Trustee leased to the Company certain equipment as defined in the Trust Agreement (the "Equipment") upon certain terms and conditions;

WHEREAS, pursuant to Section 7.10 of the Trust Agreement, the Successor Trustee has succeeded to the rights and duties of the Trustee;

WHEREAS, the Trust Agreement provides that, upon the filing with the Successor Trustee of appropriate documents, additional funds may be applied to the purchase of additional units of Equipment and further provides that such additional Equipment may be treated, in an amount not exceeding the lesser of the Cost or Fair Value, as defined in Section 4.9 of the Trust Agreement, as a credit toward any replacement of any Trust Equipment; and

WHEREAS, the Company, pursuant to the provisions of Section 4.9 of the Trust Agreement, now proposes to cause to be sold, assigned and transferred to the Successor Trustee additional equipment which shall become subject to the Trust Agreement, and the Successor Trustee is agreeable thereto.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. Schedule A to the Trust Agreement hereby is amended to include therein the following additional units of Trust Equipment:

<u>Quantity</u>	<u>Description</u>	<u>Identifying Numbers</u>
160	Coil Steel cars (Vendor: Thrall Car Manufacturing Company)	NS 167040 to NS 167199, both inclusive.

2. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce Commission in accordance with the provisions of Section 6.4 of the Trust Agreement.

3. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

4. The Trust Equipment described in Section 1 above shall be subject to all the terms and conditions set forth in the Trust Agreement as fully as if such terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment so described from and after the date hereof. Except as modified by this Supplement Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

5. The Successor Trustee makes no representations as to the validity or sufficiency of this Supplemental Agreement.

6. All covenants and agreements in this Supplemental Agreement by the Company or the Successor Trustee shall bind its successors and assigns, whether so expressed or not.

7. In case any provision in this Supplemental Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. This Supplemental Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions thereof.

9. All provisions of this Supplemental Agreement shall be deemed to be incorporated in, and made apart of, the Trust Agreement, and the Trust Agreement as so supplemented shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, the Company and the Successor Trustee have caused this instrument to be signed and acknowledged by their authorized officers as of the date first written above.

NORFOLK SOUTHERN RAILWAY COMPANY

ATTEST:

[seal]

Agnes M. Martin
Secretary

By:

William R. [Signature]
Vice President

THE BANK OF NEW YORK, as Successor
Trustee

ATTEST:

[seal]

Alfred Monester
Secretary

By:

[Signature]
Vice President

ASSISTANT TREASURER

On this 29th day of November, 1994, before me, a Notary Public, personally appeared William J. Romig, to me personally known, who, being by me duly sworn, says he is a Vice President of NORFOLK SOUTHERN RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: September 30, 1997

On this 30th day of November, 1994, before me, a Notary Public, personally appeared W. I. CUNNINGHAM to me personally known, who, being by me duly sworn, says he is a Vice President of THE BANK OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

TIMOTHY J. SHEA
Notary Public, State of New York
No. 01SH5027547
Qualified in New York County
Commission Expires May 5, 1996